

DECISION



119549
**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

FILE: B-208884

DATE: September 23, 1982

MATTER OF: Pulaski Furniture Corporation

DIGEST:

Protesting bidder's post-award objection to the Government's award of a furniture contract to another firm under an invitation for bids, instead of purchasing the furniture under protester's Federal Supply Schedule contract, is untimely because it concerns an alleged solicitation impropriety which should have been raised prior to the bid opening date.

Pulaski Furniture Corporation protests the award of a contract to Hertz Furniture Systems Corporation under invitation for bids (IFB) No. F08650-82-3-A042 issued by the Department of the Air Force to obtain quantities of lounge chairs and sofas. After receiving notice that Hertz was awarded a contract, the protester, an unsuccessful bidder under the IFB, contended that the Air Force should not have utilized the IFB to obtain the furniture. The basis for that contention is the existence of a Federal Supply Schedule contract between Pulaski and the General Services Administration (GSA) which, the protester asserts, included identical lounge chairs and sofas, and required the Air Force to make any purchases of that type of furniture from Pulaski.

The protest is untimely filed and therefore we will not consider it on the merits.

Our Bid Protest Procedures require that alleged improprieties in any solicitation which are apparent prior to bid opening must be protested before that date to be considered on the merits. 4 C.F.R. § 21.2(b)(1) (1982).

Pulaski's protest correspondence indicates that on July 16, 1982, the Air Force, at Pulaski's request, provided that firm with an illustration of the furniture to be procured under the IFB. Pulaski asserts that this illustration convinced it that the furniture to be procured under the IFB was exactly the same as the furniture that it offered under its Federal Supply Schedule contract with GSA. Pulaski states that based on this information it believed that the Air Force should be required to order the furniture under the GSA contract rather than procure it competitively. Pulaski, however, submitted a bid in response to the IFB, under which bids were opened on July 27; the firm did not object to the competitive procurement until it filed its protest in our Office on September 1, after the Air Force's award to Hertz.

In these circumstances, Pulaski's failure to file its protest prior to bid opening on July 27, despite its knowledge of the basis for protest before that date, renders its post-award protest untimely and not for consideration on the merits.

The protest is dismissed.

Harry R. Van Cleve
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Acting General Counsel